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| Solicitation Document No: | Document Title: | Section G: |
| S-LC01007 | PRODUCTION OF BRAILLE BOOKS | Page G - 1 of 4 |

SECTION G CONTRACT ADMINISTRATION DATA

G.1 INVOICES

Invoices shall be submitted in an original and one (1) copy to the:

Library of Congress, NLS/BPH
Attn: Administrative Section
Washington, DC 20542

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name, address, and vendor identification of business concern;
- (2) Invoice data;
- (3) Contract number, or other authorization for delivery of property or services(including order number and contract line item number); if contract modifications are issued, the modification number in block #3 of the purchase order must be included;
- (4) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed;
- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading;
- (6) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
- (7) Name (where practicable), title, phone number, and mailing address of responsible official to be notified in event of a defective invoice; and
- (8) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).
- (9) The Library of Congress maintains an Internet site that provides information regarding the status of vendor invoices, invoice payments, and other transactions at: <http://lcweb.loc.gov/fsd>.

G.2 PAYMENT DUE DATE

The due date is the date specified in the contract, or if no due date is specified in the contract, the due date shall be considered to be the later of the following two events:

- (1) the 30th day from receipt of a proper invoice, or;
- (2) the 30th day after the acceptance of supplies delivered or services performed by the contractor.

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|----------------------------------|------------------------------------|------------------------|
| Solicitation Document No: | Document Title: | Section G: |
| S-LC01007 | PRODUCTION OF BRAILLE BOOKS | Page G - 2 of 4 |

G.3 TECHNICAL DIRECTION

G.3.1 Project Officers

The Head of Production Control Section, NLS/BPH, is the Contracting Officer's Technical Representative (COTR) and will provide technical direction on contract performance.

Technical direction includes: (See also H.8)

- (1) Direction to the Contractor to assist in accomplishing the requirements as indicated in the Statement of Work.
- (2) Comments on and approval of reports and/or other deliverables.

An assigned NLS/BPH production control specialist will be the project monitor, and the contractor shall designate in writing a project monitor to coordinate with the NLS/BPH project monitor.

The project monitor is designated by the CO to work under the COTR for purpose of monitoring the day-to-day progress of contracts and may give written or oral instruction to ensure that all requirements in the contract are met. These instructions will not exceed the function or authority of the COTR as described above.

G.4 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

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|----------------------------------|------------------------------------|------------------------|
| Solicitation Document No: | Document Title: | Section G: |
| S-LC01007 | PRODUCTION OF BRAILLE BOOKS | Page G - 3 of 4 |

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the

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| Solicitation Document No: S-LC01007 | Document Title: PRODUCTION OF BRAILLE BOOKS | Section G: Page G - 4 of 4 |
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EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.